

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE Jan 5, 2007	4. REQUISITION/PURCHASE REQ. NO. NWWG9500-7-04883	5. PROJECT NO. (If applicable)
6. ISSUED BY NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPSS3 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000 AMANDA M. CAREY 228-688-1705	CODE WG953023	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 921211578	Vendor ID: 00004157 DUNS: 148095086 CAGE: 0T5L1	(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. QA1330-05-CQ-1035
			10B. DATED (SEE ITEM 13) May 11, 2005
CODE	FACILITY CODE		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

US 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). (such as changes in paying office, appropriation date, etc.)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to replace the following sections of the base contract per the below listed items:

a. Replace Section H, Clause H18 (Authorization of Government Paid Travel) on page 32 of the contract.

b. Replace Section B, Table B.6 (Rate Schedule for Base Period) on page 12 of the contract.

cept as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) MARILYN CLARK Contracting Officer marilyn.clark@noaa.gov	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) MARILYN CLARK 228 688-2382 Contracting Officer	16B. UNITED STATES OF AMERICA BY <u>Marilyn Clark</u> (Signature of Contracting Officer)	16C. DATE SIGNED Jan 25, 2007
B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED		

- c. Replace Section G, VOUCHERS AND BILLING REQUIREMENTS on page 18 of the contract.
- d. Replace Section H, Clause H12 (CAR 1352.237-72) on page 27 of the contract.
- e. Replace Section H, Clause H14 (CAR 1352.239-73) on page 29 of the contract.
- f. Replace Paragraph 2, 1st Sentence, Clause CAR1352.218-70, incorporated by Modification 0002, with "...to maintain performance under this Contract at 'a level to be determined at the onset of an [the] event and will pertain specifically to individual Task Orders with regard to a prioritized level of importance of performance' (hereafter referred to as "modified performance level") throughout the duration of the event,..."
2. Replacement pages for items a thru e above are attached and hereby made a part of this contract.
3. All other terms and conditions of this contract remain in full effect.

## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
	DUNS # XXXXXXXXXXXX POC: Dan Henderson 228-688-2823 Period of Performance: 5 Years with 5 Award Term Option Years				
0001	Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network.	500	EA	1,000,000.00	500,000,000.00

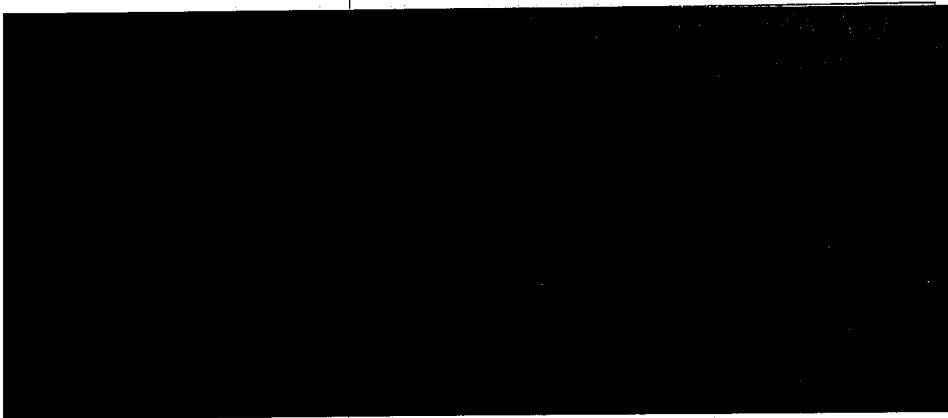
1. Section H, Clause H18 is cancelled in its entirety and replaced with the following effective with any travel commencing after 12/07/2006, the effective date of this modification.

#### **H.18 AUTHORIZATION OF GOVERNMENT PAID TRAVEL**

1. The Contractor shall be reimbursed for travel expenses in accordance with the Federal Travel Regulations (FTR), prescribed by the General Services Administration and supplemented by the NOAA Travel Regulations (NTR) and the Commerce Travel Handbook (CTH). For travel to be reimbursed it must be authorized by task order.
  2. It is understood that where the FTR, NTR, or the CTH provide agency flexibilities that the contractor shall consult and request policy guidance from the Contracting Officer. Such guidance will be requested from the Contracting Officer and will result in an administrative modification to the contract. This will ensure fairness and equity of treatment for employees of the contractor and government when working in the same environment.
  3. The policy of NDBC on CONUS AND OCONUS travel as related to travel aboard ship delineated in NTR 301-11.101(b)(i) is as follows:
    - CONUS per diem for employees aboard a ship that is not docked and meals are provided will be \$3.00 for incidentals.
    - OCONUS per diem for employees aboard a ship that is not docked and meals are provided will be \$3.50 for incidentals.
2. Replace the following table in Section B, page 12 -

#### **B.6 RATE SCHEDULE FOR BASE PERIOD**

The following table demonstrates the Incentive Philosophy and the application of Profit/Fee:



3. Section G, page 18, VOUCHERS AND BILLING REQUIREMENTS is cancelled in its entirety and replaced with the following:

- (a) All vouchers for all task orders shall be submitted (in two copies) to:

Contracting Officer  
National Data Buoy Center  
Building 1100, Room 360  
Stennis Space Center, MS 39529

- (b) Payment of all approved vouchers will be made by:

Central Administrative Support Center  
601 E. 12<sup>th</sup> Street, Room 1760  
Kansas City, MO 64106

- (c) The Contractor may submit, at least monthly or by Contractor accounting period, a billing using "Public Voucher for Purchases and Services Other than Personal," Standard Form 1034.

4. Section H, Clause H12 (CAR 1352-237.72), Security Processing For Contractor/Subcontractor Personnel Working On A Department of Commerce Site (Low and Moderate Risk Contracts) (Mar 2000), page 27, is cancelled in its entirety and replaced with the following:

**H.12 1352-237.72 Security Processing For Contractor/Subcontractor Personnel Working On A Department of Commerce Site (Low And Moderate Risk Contracts) (Dec 2006).**

**A. Investigative Requirements for Low Risk Contracts**

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

**1. Non-IT Service Contracts**

- (NACI)
- a. Contracts more than 180 days – National Agency Check and Inquiries
  - b. Contracts less than 180 days – Special Agreement Check (SAC)

**2. IT Service Contracts**

- (NACI)
- a. Contracts more than 180 days – National Agency Check and Inquiries

b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)

3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

#### **B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)**

Non U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

#### **C. Security Processing Requirements for Low Risk Non-IT Service Contracts**

Processing requirements for Low Risk non-IT Service Contracts are as follows:

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC) Form OFI-86C, to be processed. The COR will forward a completed OFI-86C, FD-258, and Credit Release Authorization, to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

3. Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the

SAC, OFI-86C, by checking Block #7, Item 1. In block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.

6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved start date as well as favorable or unfavorable finding of the suitability determinations.

#### **D. Security Processing Requirements for Low Risk IT Service Contracts**

Processing Requirements for Low Risk IT Service Contracts are as follows:

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents), must undergo a NACI that includes an agency check conducted by the CIS. The COR must request the CIS check as a part of the NACI.

#### **E. Notification of Disqualifying Information**

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the Department.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

**NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.**

**F. Access to National Security Information**

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

**G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.**

**(End of Clause)**

5. Section H, Clause H12 (CAR 1352-239.73), Security Requirements for Information Technology Resources (Oct 2003), Page 29, is cancelled in its entirety and replaced with the following:

**H12 1352-239.73 Security Requirements for Information Technology Resources (Oct 2006).**

**(a) Applicability.**

This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce sensitive, non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.

**(b) Definitions.**

For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in:

The Computer Security Act of 1987 (P.L. 100-235)  
(<http://www.osc.doc.gov/cio/oipr/ITSec/csa-1987.html>), including the following definition of the term:

(1) sensitive information "...any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the



guidance set forth in:

- The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3* (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The *DOC Security Manual, Chapter 18* (<http://home.commerce.gov/osy/SecurityManualSecurity%20%20Contents2.pdf>).
- Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information Technology Resources include, but are not limited to, hardware application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonable prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* ([http://www.osec.doc.gov/cio/cio\\_it\\_policy\\_page.htm](http://www.osec.doc.gov/cio/cio_it_policy_page.htm)).

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security processing Requirements for Service Contracts*.

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy, Chapter 15, Section 15.3*. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by Section 15.4 or the *DOC IT Security Program Policy*.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR) 1352.209-72, *Restrictions Against Disclosure*.

(h) The Contractor shall afford DOC, including the Office of the Inspector General, access to the Contractor's and Subcontractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all Contractor owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with Chapter 6 of the *DOC IT Security Program Policy*. Specifically, the Contractor shall:

(1) Within 14 days after contract award, the Contractor shall submit for DOC approval, a System Certification Work Plan, including project management (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy, Section 6.5.2*. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the Contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy, Section 6.2*, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy, Section 6.3.1.2*.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of Clause)

# REQUISITION FOR SUPPLIES/SERVICE

REQ. DATE  
JAN 04, 2007

PAGE  
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OF  
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1. REQUISITION NO. NWWG9500-7-04883	2. PRIORITY	3. AMOUNT 0.00	4. DELIVERY DATE JUN 30, 2007	5. FUNDS AVAILABLE <input checked="" type="checkbox"/> Funds Available <input type="checkbox"/> SAF
6. CONTACT (Name and Phone) MARILYN CLARK 228-688-2382		7. AUTHORIZED BY		8. CONTRACT/IDC NO. NWWGQA1330-05-CQ-1035
9. PURCHASE FOR NATIONAL DATA BOUY CENTER ENGINEERING BRANCH /W/OPS51 BUILDING 1100 STENNIS SPACE CENTER MS 39529-6000		10. DEPT WG951023	11. FUND	12. PROJECT 13. FSC R408
15a. DELIVER TO See Schedule		14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15b. SUPPLEMENTAL ADDRESS N/A		16. FUND CERTIFYING OFFICIAL		
		17. VENDOR 00004157 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DR SAN DIEGO CA 921211522		

## 18. PURPOSE

The purpose of this requisition is to prepare an administrative modification at contract level to replace two clauses for IT Security Requirements

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ITEM OR FORM NO. (19)	DESCRIPTION (20)	QUANTITY (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)
	Please See Continuation Page for Line Item Details				



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Modification to replace Contract Clause CAR 1352.237-72 and CAR 1352.239-73</p> <p>DELIVERY DATE: 06/30/2007</p> <p>SHIP TO:</p> <p>NATIONAL DATA BOUY CENTER ENGINEERING BRANCH /W/OPS51 BUILDING 1100 STENNIS SPACE CENTER MS 39529-6000</p>	1.00	EA	0.00	0.00